


<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		1. This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business- set-aside		Page 1 Of
1. Request No. DAAE07-97-Q-T347	2. Date Issued 97JUN18	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
5A. Issued By  TACOM AMSTA-AQ-TAB / WPN SYS: M5 WARREN, MICHIGAN 48397-5000			6. Deliver by (Date) See Schedule	
5B. For Information Call: (Name and telephone no.) (No collect calls) PAM KOSTOWNY / 810-574-8096			7. Delivery  <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other (See Schedule)	
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code)  See Schedule	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 97JUL21		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment		a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
					Number	Percentage

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation
	16. Signer		
	a. Name (Type or Print)		b. Telephone
	c. Title (Type or Print)		Area Code
			Number

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS NOT USABLE

18-118

Standard Form 18 (Rev. 8-95)  
Prescribed by GSA-FAR (43 CFR) 53.215-1(a)

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DAAE07-97-Q-T347

SECTION A - SUPPLEMENTAL INFORMATION

A-1 TACOM'S ELECTRONIC BULLETIN BOARD  
TACOM

(JAN 1996)

We are now posting most of our solicitations on a menu-driven Electronic Bulletin Board (EBB). The number for the modem connection to the EBB is (810) 574-7019. The login command is "bbs." The terminal emulation is set to VT100. Internet connections are also available.

SOLICITATIONS AVAILABLE ON THE EBB: We're posting Requests for Quotation (RFQs), Invitations for Bid (IFBs), and Requests for Proposal (RFPs). RFQs posted include all of the information needed to submit a quotation except the Technical Data Package (TDP) and related attachments. IFBs and RFPs are posted for information only. When possible we are posting top level drawings and drawing lists (TDPLs).

OTHER INFORMATION AVAILABLE includes Broad Agency Announcements, Commerce Business Daily announcements, the Competition Management Shopping List, and the Advanced Procurement Planning List.

NEW ON THE EBB: We've set up a new section on the EBB called Subcontracting Opportunities. Here we'll post informational copies of our sole source solicitations. For these acquisitions we are restricted to buying from one or two selected sources. These sources may offer subcontracting opportunities to other suppliers. Appearance of a solicitation on this section of the EBB doesn't guarantee that subcontracting opportunities will be available.

QUESTIONS: For help about the EBB in general, call the EBB Help Desk at (810) 574-7059. If you have questions about a particular solicitation, call the contract specialist listed in the posting.

(END OF CLAUSE)

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NOTE--THE TDP FOR THIS ACQUISITION WILL BE PROVIDED ONLY ON CD-ROM

(End of narrative A001)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>-NOTICE-</p> <p>EXCEPT FOR NOTES AND GENERAL INFORMATION RELATING TO THE SCHEDULE, SECTIONS B, C, D, E &amp; F ARE CONSTRUCTED AT CONTRACT LINE ITEM LEVEL.</p> <p><u>SECTION B</u> - Supplies or Services and Prices/Costs  NSN: 2520-01-235-9591  NOUN: CONTAINER FOR THE X200 TRANS  FSCM: 19207  PART NR: 11650169  SECURITY CLASS: UNCLASSIFIED</p> <p>0001AA PRODUCTION QUANTITY  CLIN CONTRACT TYPE: J  PRON: EH780319EH  AMS CD: 070011</p> <p><u>SECTION C</u> - Description/Specs./Work Statement  TOP DRAWING NR.          REVISION          DATE  11650169                                  B                  91MAY31</p> <p><u>SECTION D</u> - Packaging and Marking  PACKAGING/PACKING SPECIFICATIONS  AK12359591  LEVEL PROTECTION: A    LEVEL PACK: A</p> <p><u>SECTION E</u> - Inspection and Acceptance  INSPECTION: ORIGIN          ACCEPTANCE: ORIGIN</p> <p><u>SECTION F</u> - Deliveries or Performance  DOC                                  SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>  001    W56HZV70841117    W45G19    J                                  3  DAYS AFTER</p> <p><u>DEL REL CD</u>          <u>QUANTITY</u>          <u>AWARD</u>  001                                  6                                  300</p> <p>FOB POINT: ORIGIN</p> <p>*** CLIN 0001AA ***</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (W45G19)    XU TRANS OFC  RED RIVER ARMY DEPOT  TEXARKANA                                  TX    75507-5000</p> <p>DOC                                  SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>  002    W56HZV70841118    W45G19    J                                  3  DAYS AFTER</p>	42	EA	\$ _____	\$ _____

Name of Offeror or Contractor

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div><div><u>DEL REL CD</u></div><div>001</div></div><div><div><u>QUANTITY</u></div><div>36</div></div><div><div><u>AWARD</u></div><div>300</div></div></div></div><div>FOB POINT: ORIGIN</div><div>*** CLIN 0001AA ***</div><div><div>SHIP TO:</div><div><u>PARCEL POST ADDRESS</u></div></div><div><div>(W45G19)</div><div>XU TRANS OFC</div><div>RED RIVER ARMY DEPOT</div><div>TEXARKANA TX 75507-5000</div></div></div>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001AB	<p>FIRST ARTICLE TEST-CONTRACTOR TESTING</p> <p>1</p> <p><u>SECTION C</u> - Description/Specs./Work Statement</p> <p>FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED 'FIRST ARTICLE APPROVAL - CONTRACTOR TESTING'. (SEE PAGE 8 )</p> <p>THE PRICE FOR FIRST ARTICLE TESTING IN THE TOTAL AMOUNT OF \$_____, IS INCLUDED IN THE TOTAL AMOUNT(S) FOR ITEM(S) _____.</p> <p>(End of narrative C001)</p> <p><u>SECTION E</u> - Inspection and Acceptance INSPECTION: DESTINATION ACCEPTANCE: DESTINATION</p> <p><u>SECTION F</u> - Deliveries or Performance</p> <table><tr><td></td><td></td><td>DAYS AFTER</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>AWARD</u></td></tr><tr><td>001</td><td>1</td><td>150</td></tr></table> <p>FOB POINT: DESTINATION</p> <p>*** CLIN 0001AB ***</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (000011) SEE CLAUSE ENTITLED - FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SECTION E) FOR DISTRIBUTION OF THIS ITEM.</p> <p>GOVERNMENT REQUESTED DELIVERY is 300 days after date of contract. This includes the time necessary to perform the required Contractor First Article Testing, with delivery of the FAT Report due 150 days after the date of the contract.</p> <p>Contractor offered delivery is ____ days for the delivery of the FAT Report, and ____ days for delivery of production items.</p>			DAYS AFTER	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>AWARD</u>	001	1	150			\$ _____	\$ _____
		DAYS AFTER												
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>AWARD</u>												
001	1	150												



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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

CLAUSE TITLE	REFERENCE	DATE
1. LISTING OF USED OR RECONDITIONED MATERIAL, RESIDUAL		
INVENTORY AND FORMER GOVERNMENT SURPLUS PROPERTY .....52.210-6.....		(APR 1984)
2. NEW MATERIAL .....52.211-5.....		(MAY 1995)
3. LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND		
FORMER GOVERNMENT SURPLUS PROPERTY .....52.211-6.....		(MAY 1995)
4. OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER		
GOVERNMENT SURPLUS PROPERTY .....52.211-7.....		(MAY 1995)
5. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS .....52.211-15.....		(SEP 1990)
6. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE .....52.219-6.....		(JUL 1996)
7. NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE		
HANDICAPPED .....52.219-15.....		(APR 1991)
8. WALSH-HEALEY PUBLIC CONTRACTS ACT .....52.222-20.....		(DEC 1996)
9. CERTIFICATION OF NONSEGREGATED FACILITIES .....52.222-21.....		(APR 1984)
10. EQUAL OPPORTUNITY .....52.222-26.....		(APR 1984)
11. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA		
VETERANS .....52.222-35.....		(APR 1984)
12. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS .....52.222-36.....		(APR 1984)
13. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND		
VETERANS OF THE VIETNAM ERA .....52.222-37.....		(JAN 1988)
14. PAYMENTS .....52.232-1.....		(APR 1984)
15. DISCOUNTS FOR PROMPT PAYMENT .....52.232-8.....		(MAY 1997)
16. ASSIGNMENT OF CLAIMS -- ALTERNATE I		
note: This clause applies if the contractor returns the offer (represented by the numbered purchase order) signed		
in acceptance. ....52.232-23.....		(JAN 1986)
17. PROMPT PAYMENT .....52.232-25.....		(MAY 1997)
18. MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT 52.232-33.....		(AUG 1996)
19. DISPUTES .....52.233-1.....		(OCT 1995)
20. F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID		
POSTAGE .....52.242-10.....		(APR 1984)
21. CHANGES -- FIXED-PRICE		
note: This clause applies if the contractor returns the offer (represented by the numbered purchase order) signed		
in acceptance. ....52.243-1.....		(AUG 1987)
22. CONTRACTOR INSPECTION REQUIREMENTS .....52.246-1.....		(APR 1984)
23. INSPECTION OF SUPPLIES--FIXED PRICE .....52.246-2.....		(AUG 1996)
24. RESPONSIBILITY FOR SUPPLIES .....52.246-16.....		(APR 1984)
25. COMMERCIAL BILL OF LADING NOTATIONS		
the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of		

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the notation shall read: US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND .....52.247-1..... (APR 1984)

26. F.O.B. ORIGIN .....52.247-29..... (JUN 1988)

27. F.O.B. DESTINATION .....52.247-34..... (NOV 1991)

28. DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS ..52.247-54..... (MAR 1989)

29. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(SHORT FORM)  
ote: This clause applies if the contractor returns the offer (represented by the numbered purchase order) signed in acceptance. ....52.249-1..... (APR 1984)

30. DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  
ote: This clause applies if the contractor returns the offer (represented by the numbered purchase order) signed in acceptance. ....52.249-8..... (APR 1984)

31. COMPUTER GENERATED FORMS .....52.253-1..... (JAN 1991)

32. BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM .....252.225-7001..... (JAN 1994)

33. DUTY-FREE ENTRY -- QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES .....252.225-7009..... (JAN 1997)

34. FOREIGN SOURCE RESTRICTIONS .....252.225-7025..... (SEP 1996)

35. RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS .....252.227-7013..... (NOV 1995)

36. RESTRICTIVE MARKINGS ON TECHNICAL DATA .....252.227-7018..... (OCT 1988)

37. IDENTIFICATION OF TECHNICAL DATA .....252.227-7029..... (APR 1988)

38. TECHNICAL DATA--WITHHOLDING OF PAYMENT .....252.227-7030..... (OCT 1988)

39. VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA .....252.227-7037..... (NOV 1995)

40. PRICING OF CONTRACT MODIFICATIONS .....252.243-7001..... (DEC 1991)

I-2 QUALIFICATION REQUIREMENTS  
52.209-1 (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) TT-E-529  
MIL-C-46168  
MIL-P-25732  
MIL-P-53022  
MIL-P-53030\_\_\_\_\_

(Address) Standardization Documents Order Desk  
Building 4D  
700 Robbins Avenue  
Philadelphia, PA 19111 5094\_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.



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Offeror's Name\_\_\_\_\_

Manufacturer's Name\_\_\_\_\_

Source's Name\_\_\_\_\_

Item Name\_\_\_\_\_

Service Identification\_\_\_\_\_Test Number\_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(END OF CLAUSE)

I-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (ALTERNATE I (JAN 1997))  
52.209-3

(JAN 1997)

(a) The Contractor shall test ONE (1) unit(s) of Contract Line Item 0001AA as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to:  
THE ADMINISTRATIVE CONTRACTING OFFICER (ACO)  
marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_; Contract Line Item Number \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

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(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.  
(End of clause)

I-4 SMALL BUSINESS PROGRAM REPRESENTATIONS  
52.219-1

(JAN 1997)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3499 .

(2) The small business size standard is 500

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)  
The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)  
The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is a least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

I-5 TAXPAYER IDENTIFICATION  
52.204-3

(MAR 1994)

(a) Definitions.

Corporate status, as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

Common parent, as used in this solicitation provision, means an offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.

Taxpayer Identification Number (TIN), as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

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- ( ) TIN: \_\_\_\_\_
- ( ) TIN has been applied for.
- ( ) TIN is not required because
- ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ( ) Offeror is an agency or instrumentality of a foreign government;
- ( ) Offeror is an agency or instrumentality of a state or local government;
- ( ) Other. State basis (from 26 U.S.C. 6041 and 6041A): \_\_\_\_\_

(d) Corporate Status.

- ( ) Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services.
- ( ) Other corporate entity.
- ( ) Not a corporate entity.
- ( ) Sole proprietorship.
- ( ) Partnership.
- ( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ( ) Name and TIN of common parent:
- Name: \_\_\_\_\_
- TIN: \_\_\_\_\_

(End of provision)

I-6 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  
52.204-6

(DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.

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(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at the following [http: www.dbisna.com/dbis/customer/custlist.htm](http://www.dbisna.com/dbis/customer/custlist.htm). If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@disma.com](mailto:globalinfo@disma.com).

(End of provision)

I-7 ECONOMIC PURCHASE QUANTITY -- SUPPLIES  
52.207-4

(AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>			
<hr/>			
<hr/>			
<hr/>			

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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(End of provision)

I-8 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)  
52.211-2 (FEB 1997)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch-tone telephone. A Customer Number is required to use this system, and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telephone or telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

STANDARDIZATION DOCUMENT ORDER DESK  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Facsimile No. . . . 215-697-2978  
Telephone Order Entry System (TOES) . . (215)-697-1187 through (215)-697-1197  
(End of provision)

I-9 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  
52.211-14 (MAY 1986)

Any contract awarded as a result of this solicitation will be a  
( ) DX rated order;  
(X) DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 350), and the Contractor will be required to follow all of the requirements of this regulation.  
(End of provision)

I-10 VARIATION IN QUANTITY  
52.211-16 (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:  
ZERO percent increase; and  
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

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I-11 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION  
52.222-19

(APR 1984)

The offeror represents as a part of this offer that the offeror

( ) IS a regular dealer in the supplies offered

( ) IS NOT a regular dealer in the supplies offered, or

( ) IS a manufacturer of the supplies offered.

( ) IS NOT a manufacturer of the supplies offered.

(End of provision)

I-12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
52.222-22

(APR 1984)

The offeror represents that--

(a) It ( ) has

( ) has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It ( ) has

( ) has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

I-13 AFFIRMATIVE ACTION COMPLIANCE  
52.222-25

(APR 1984)

The offeror represents that

(a) It ( ) has developed and has on file

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

I-14 OZONE-DEPLETING SUBSTANCES  
52.223-11

(JUN 1996)

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of clause)

#### I-15 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

52.244-6

(OCT 1995)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

#### I-16 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (MIL-I-45208)

52.246-11

(APR 1984)

(a) Definition. Contract date, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled Inspection System, MIL-I-45208, in effect on the contract date, which is hereby incorporated into this contract.

(End of clause)

#### I-17 AUTHORIZED DEVIATIONS IN CLAUSES

52.252-6

(APR 1984)



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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-18 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
252.204-7001

(DEC 1991)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the DefenseLogistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) code;

(2) Complete section A and forward the form to DLSC; and

Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

I-19 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS)  
252.219-7000

(JAN 1997)

(a) Definition.

Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls--

( ) Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

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( ) Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

( ) Black American (U.S. citizen)

( ) Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

( ) Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

( ) Other

(c) Certifications. Complete the following--

(1) The offeror is ( )  
is not ( ) a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ( )  
has not ( )

made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was

and the offeror--

( ) Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

( ) Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies. Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

I-20 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
252.225-7000

(NOV 1990)

(a) The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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Foreign End Products

Line Item No.

Country of Origin

\_\_\_\_\_  
\_\_\_\_\_

(List all qualifying country end products and all nonqualifying country end products)

(b) Offers will be evaluated by giving preferences to domestic end products and foreign qualifying country end products over foreign nonqualifying country end products. In order to obtain such preference in the evaluation of each foreign end product listed in (a), it is necessary that offerors identify and certify, those foreign end products identified in paragraph (a) that are qualifying country end products or they will be deemed nonqualifying country end products. Offerors must certify by stating the applicable line item numbers below.

The offeror certifies that the following supplies are qualifying country end products as defined in the clause entitled Buy American Act and Balance of Payments Program.

(\_\_\_\_\_)

(Insert line item no.)

(End of provision)

I-21 MATERIAL INSPECTION AND RECEIVING REPORT  
252.246-7000

(DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

I-22 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF QQ-P-416 TO ELIMINATE USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  
TACOM

(JUN 1995)

The following change applies to QQ-P-416F, Amendment 1, dated 1 Mar 93, which is part of the technical data package or specification for this contract. Paragraphs 3.2.3 and 3.2.9.2 of QQ-P-416F, Amendment 1, respectively, require cleaning per MIL-S-5002 and phosphating per TT-C-490. Both requirements involve or permit the use of Class I Ozone-Depleting Substances, or CIODS. Therefore, in order to minimize the use of CIODS per current law, QQ-P-416F is tailored as follows:

You shall comply with MIL-S-5002, Amendment 1, dated 24 Mar 94 and TT-C-490D, Interim Amendment 1, dated 14 Sep 94 when meeting the requirements of paragraphs 3.2.3 and 3.2.9.2 of QQ-P-416F, Amendment 1, respectively.

(END OF CLAUSE)

I-23 NOTICES REGARDING FIRST ARTICLE TEST REQUIREMENT  
52.209-4000

(FEB 1995)

(a) The approved First Article item(s), as described elsewhere in this order, WILL NOT be consumed or destroyed in testing. (Where the approved First Article quantity will be consumed or destroyed in testing, it shall not be delivered as part of the contractually required quantity as set forth in the schedule of supplies. The cost of the supplies so consumed or destroyed shall be included in the overall offer or contract price.)

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(b) The approved First Article item(s) WILL serve as a manufacturing standard. (If the approved First Article quantity will serve as a manufacturing standard, it may be delivered as part of the contractual quantity with the last scheduled shipment as provided in the delivery schedule of the order.)

\*\*\*

I-24 CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL  
52.209-4005

(APR 1987)

(a) All offerors are required to insert an amount for CLIN 0001AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this order, shall insert the total price for First Article Testing under Item 0001AB (see the supplies schedule of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for item 0001AB will be deducted from the total amount cited for 0001AA. The remaining dollar amount will constitute the price at which award will be made.

(c) See the provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

\*\*\*

I-25 EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT  
52.209-4006

(APR 1987)

a. If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

b. DELIVERY EVALUATION FACTORS

(1) As specified elsewhere in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth elsewhere herein, such offeror shall not be considered eligible for the requested waiver. In consequence, any award to that offeror shall be based upon the delivery schedule indicated in the clause entitled REQUIRED DELIVERY SCHEDULE, including all First Article Requirements.

c. PRICE EVALUATION FACTORS. As specified elsewhere in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at the schedule of supplies, Item 0001AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in the supplies schedule, Item 0001AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in the schedule of supplies, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA: the amount entered for item 0001AB will not be deducted by the Government.

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I-26 ROUTING OF SPECIAL PROCESS APPROVALS  
52.242-4008

(JAN 1988)

(a) Per specification TT-C-490, incorporated in the Technical Data Package (TDP) that forms a part of this contract, the Contractor may be required to secure advance approval from the Government for one or more special processes that are involved in the production of the contract item.

(b) Such procedures, if applicable, will be prepared as required by the specification, and will be routed through the Administrative Contracting Officer (ACO) for his or her review and comments, before being sent to the Procuring Contracting Officer at TACOM (address on the face page of this contract) for final approval.

(c) The Contractor shall cite (i) the contract number, and (ii) the governing specification or standard on all procedures being forwarded for approval in conformance with this contract.

\*\*\*

I-27 REPORT OF UNIQUE MANUFACTURER'S PART NUMBER DESIGNATION  
52.204-4001

(FEB 1995)

When the Government quality assurance inspector conducts acceptance testing on the supplies furnished under this contract, he shall determine whether there is any reference number or part number stamped on or permanently affixed to the items. If there is such a number, and if it does not match the NSN or the military part number set forth in Section B herein, a report shall be furnished to: Commander, US Army Tank-Automotive Command, Attn: DRSTA-FC, Warren, MI 48090 in all cases where the materiel passes inspection and is accepted by the Government. The report shall have the following format:

On (date) , supplies furnished under contract DAAE07-\_\_\_\_\_ for NSN \_\_\_\_\_ were inspected and accepted from (name and address of company) . These supplies are stamped or permanently labeled with part number \_\_\_\_\_, which is used: (Check one)

( ) as a part number for the company's commercial sales; or

( ) as a reference number for purposes of internal identification or stock control.

\*\*\*

I-28 DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL  
52.209-4004

(DEC 1996)

The Administrative Contracting Officer (ACO) is delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in this order entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (FAR 52.209-3). A copy of the test report and the ACO's letter of approval or disapproval shall be furnished through the Procuring Contracting Officer (PCO) to: Commander, US Army Tank-Automotive Command, Attn: AMSTA-TR-E, Warren, MI 48397-5000.

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I-29 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL  
52.209-4007

(DEC 1996)

(a) The requirement entitled FIRST ARTICLE APPROVAL as provided in this solicitation may be waived by the Government, provided that offeror meets these following conditions:

(1) Offeror must submit a request for waiver as an integral part of his response to this solicitation. The request for waiver should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein referenced. If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the Test Report must have been approved and signed by an authorized representative of the Government.

(2) Offeror must indicate in the spaces below the contract numbers under which the same or similar items as those herein solicited have been provided to and accepted by the Government.

_____	_____
_____	_____
_____	_____

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply.

\*\*\*

I-30 DRAWING LIMITATION  
52.211-4008

(FEB 1995)

(a) The drawings forming a part of the contract specification or technical description, while adequate to permit manufacture, are engineering design drawings and are intended to (1) depict completed items, and (2) serve as a basis for the inspection of the contract items. As such they are not shop or process drawings.

(b) To this extent it is then foreseeable that notwithstanding contractor adherence to a specified range of dimensions and tolerances for each individual part, there could result cumulatively an unacceptable fit condition affecting interchangeability or function of the contract item.

(c) In recognition of the type of Government drawings provided, and their purpose and limitations as stated above, the contractor shall at his own expense be responsible for the preparation of his own shop or process drawings or other supplemental manufacturing documentation as are necessary to insure that the contractor will manufacture within the ranges of dimensions and tolerances specified, so that when considered cumulatively, the result will be a contract item that conforms to the Government drawings. To the extent that the Contractor fails to take into account the cumulative impact of dimensions and tolerances resulting in a condition affecting interchangeability or function of the contract item, he shall be responsible to correct such condition at no additional cost to the Government and at no extension in delivery schedule.

\*\*\*

I-31 UNIQUE ADMINISTRATION OR PAYMENT SITE  
52.211-4009

(FEB 1995)

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WHEN OFFEROR DESIRES CONTRACT ADMINISTRATION TO BE PERFORMED, AND/OR PAYMENT TO BE MADE, AT OTHER THAN ADDRESS IN BLOCK 14 OF THE SF 18, INDICATE BELOW:

(Contract Administration Site:)	(Payment Site:)
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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I-32 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS  
52.211-4010 (FEB 1995)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

\*\*\*

I-33 BAR CODE MARKING  
52.211-4013 (FEB 1997)

Shipments of items delivered and the application of bar-code labels shall be by NGS AIM BC-1 and MIL-STD-129M.

The following requirements under Section 4.5, Bar Code markings, paragraphs 4.5.1.1, 4.5.1.2, and 4.5.1.7 are as follows:

4.5.1.1 The bar coded NSN/NATO stock number will consist of the basic 13 data characters. Prefixes, suffixes to the stock number, spaces, dashes and part number will not be bar coded.

4.5.1.2 For all contracts, each exterior shipping container will be bar coded with the following:

- (1) NSN/ NATO stock number
- (2) Contract or order number (including call number)
- (3) CAGE code of the company awarded
- (4) Contract Line Item Number (CLIN), when used the NSN will be bar coded as in 4.5.1.1.

4.5.1.7 On other than wood containers, bar code marking will be applied by labeling or by direct printing on the container.

(End of Clause)

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I-34 QUOTER IDENTIFICATION  
52.213-4001

(FEB 1995)

Quoter shall enter below the name, job position/title, telephone number, and signature of the person authorized to sign this quotation:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone number (include area code): \_\_\_\_\_

Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*

I-35 DRAWINGS, SPECIFICATIONS, AND MINIMUM INSPECTION CRITERIA  
52.213-4003

(FEB 1995)

The supplies to be furnished hereunder shall conform in all respects to the drawings, specifications and requirements herein cited or referred to, including any specific requirements for packaging, packing, and marking. In the event that the supplies described herein specify a manufacturer's part number in lieu of a Federal or Military drawing specification, the references to "specifications" and "drawings" herein shall be deemed to include all changes or revisions thereto which are current at the time of delivery under this contract. As a minimum, inspection of supplies offered for acceptance under this contract shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is readily determinable; and
- (v) are correctly marked and packaged.

\*\*\*

I-36 APPLICABILITY OF FEDERAL EXCISE TAX  
52.229-4000

(FEB 1995)

Offeror is hereby placed on notice that Federal Excise Tax (FET) IS NOT applicable to the contract item as set forth elsewhere in this Request for Quotations/Purchase Order.

Since FET is not applicable, it shall not be included in any quoted price given in response to the solicitation.

\*\*\*

I-37 INSPECTION AND ACCEPTANCE POINTS: ORIGIN  
52.246-4005

(FEB 1995)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant: \_\_\_\_\_



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(Name and Address)

Subcontractor's Plant: \_\_\_\_\_

(Name and Address)

\*\*\*

I-38    INSPECTION AND ACCEPTANCE POINTS: DESTINATION  
52.246-4009 (FEB 1995)

Inspection and acceptance of supplies offered under this contract shall take place as specified herein. Inspection:  
DESTINATION    Acceptance: DESTINATION.

\*\*\*

I-39    DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENT: IN-THE-CLEAR ADDRESSES  
52.246-4010 (FEB 1995)

Rail/	MILSTRIP			
Motor	Address	Rail	Motor	Parcel Post
<u>SPLC***</u>	<u>Code</u>	<u>Ship To:</u>	<u>Ship To:</u>	<u>Mail To:</u>
206721/	W25G1U	Transportation Officer	Transportation Officer	Transportation Officer
209405		Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA	Defense Dist Depot Susquehanna New Cumberland, PA    17070-5001
875670/ 875675	W62G2T	Transportation Officer Dist Depot San Joaquin Stockton, CA	Transportation Officer Dist Depot San Joaquin Stockton, CA	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA    95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL    36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA    17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX    75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,

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Warner, UT

Tooele, UT

Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

\*\*\*

I-40 EXAMINATION/TEST DOCUMENTATION  
52.246-4022

(NOV 1982)

To the extent the SQAPs, QARs, QAPs, and/or the specifications specify requirements for Initial Production Approval, Pre-production Approval, First Piece, and/or First Article Inspection, which require the Contractor to perform stated examinations and/or tests, the Contractor shall fully document, and maintain for Government review and evaluation, the conduct of his examinations/tests and the results thereof.

In the event the Contractor fails to provide the above documentation, when requested, or the documentation fails to evidence satisfactory results, the Government shall have the right to refuse to inspect and/or accept any contract items offered for acceptance.

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I-41 EXAMINATION/TEST  
52.246-4033

(APR 1984)

This solicitation, and resultant contract, contains no requirement for First Article Approval as contemplated by FAR 9.3 and the implementing clauses of FAR 52-209. However, within the Supplementary Quality Assurance Provisions (SQAPs), the Quality Assurance Requirements (QARs), the Quality Assurance Provisions (QAPs), and/or the specifications, there are requirements for Initial Production Approval, Pre-production approval, First piece, and/or First Article Inspection, which require the Contractor to perform some stated examinations and/or testing to provide assurance that the contract items, when offered for acceptance, will conform to all contractual requirements.

Additionally, see the provision entitled EXAMINATION/TEST DOCUMENTATION herein, which requires the Contractor to document the required examinations and/or tests made and to make them available to the Government at its request.

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I-42 SPECIAL QUALITY ASSURANCE REQUIREMENTS  
TACOM

(SEP 1978)

Quality assurance provisions that apply to this acquisition are contained in the Technical Data Package (TDP). See the TDP for additional information.

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I-43 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-S-8802 TO ELIMINATE USE OF CIODS  
TACOM

(JUN 1995)

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The following change applies to MIL-S-8802F, Amendment 3, dated 3 May 93, which is part of the technical data package or specification for this contract. Paragraph 4.6.6.2 of MIL-S-8802F, Amendment 3 lists 1,1,1-trichloroethane (a Class I Ozone-Depleting Substance, or CIODS) as an optional cleaning solvent. Therefore, to minimize the use of CIODS per current law, MIL-S-8802F is modified as follows:

When meeting the requirements of paragraph 4.6.6.2, you SHALL ELIMINATE 1,1,1-trichloroethane as an optional cleaning solvent.

(END OF CLAUSE)

I-44 CONDITION FOR ASSIGNMENT  
TACOM

(DEC 1991)

This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), unless the contractor has accepted this Order by executing the Acceptance hereon.

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I-45 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-P-53030 TO ELIMINATE USE OF CIODS  
TACOM

(JUN 1995)

This change applies to MIL-P-53030A, Amendment 2, dated 20 Aug 92, which is part of the technical data package or specification for this contract, and which includes the following references to Class I Ozone-Depleting Substances, or CIODS:

- (a) Paragraph 4.3.2 requires phosphating per TT-C-490;
- (b) Paragraph 4.3.20 requires topcoating per MIL-C-46168 or MIL-C-53039.

Therefore, to minimize the use of CIODS per current law, MIL-P-53030A is modified as follows:

(a) When meeting the requirements of paragraph 4.3.2, you shall comply with TT-C-490D, Interim Amendment 1, dated 14 Sep 94.

(b) When meeting the requirements of paragraph 4.3.20, you shall comply with MIL-C-46168D, Amendment 3, dated 21 May 93 or MIL-C-53039A, Amendment 2, dated 19 May 93.

(END OF CLAUSE)

I-46 SUPPLEMENTAL STATEMENT OF WORK: TAILORING MIL-STD-130 TO ELIMINATE USE OF CIODS  
TACOM

(JUL 1995)

The following change applies to MIL-STD-130H, dated 1 Dec 93, which is part of the technical data package (TDP) or specification for this contract. Table II requires marking with epoxy ink per MIL-I-43553, which employs a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to minimize the use of CIODS per current law, MIL-STD-130 is modified as follows:

When complying with Table II of MIL-STD-130H, you shall meet the requirements of MIL-I-43553B, Amendment 1, dated 23 Jun 94.

End of Clause

I-47 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-F-5509 TO ELIMINATE USE OF CIODS

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TACOM

(JUL 1995)

The following changes applies to MIL-F-5509D, Amendment 4, dated 30 Nov 87, which is in the technical data package (TDP) or specification for this contract. Paragraph 3.3.3 requires surface treatment per MIL-S-5002, which employs Class I Ozone-Depleting Substances, or CIODS. Therefore, to minimize the use of CIODS per current law, MIL-F-5509 is changed as follows:

When meeting the requirements of paragraph 3.3.3 of MIL-F-5509D, Amendment 4, you shall comply with MIL-S-5002D, Amendment 1, dated 24 Mar 94.

End of Clause

I-48 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-P-514 TO ELIMINATE USE OF CIODS

TACOM

(SEP 1995)

The following change applies to MIL-P-514D, Amendment 2, dated 7 Jul 71, which is part of the technical data package or specification for this contract. Paragraphs 3.2.5 and 3.6 reference GG-P-455 and paragraph 4.6.3.2(f) requires immersion testing in paint remover per TT-R-251 which employ Class 1 Ozone-Depleting Substances, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-P-514D, Amendment 2 is changed as follows:

a. When meeting the requirements of paragraphs 3.2.5 and 3.6 of MIL-P-514D, Amendment 2, delete the carbon tetrachloride immersion test required in paragraph 3.7.1.10 of GG-P-455B, Amendment 2.

b. Delete the immersion test of paragraph 4.6.3.2(f) of MIL-P-514D, Amendment 2.

(End of Clause)

I-49 OFFERORS' DATAFAX NUMBER

TACOM

(MAR 1995)

If you have a data fax number, please provide it below.

\_\_\_\_\_

I-50 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-C-5541 TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES

TACOM

(AUG 1994)

The following applies to MIL-C-5541, revision E, dated 30 Nov 90, which is incorporated in the technical data package or specification for this contract. MIL-C-5541 currently allows the use of pretreatments which are Class I Ozone-Depleting Substances (CIODS). In order to eliminate the CIODS alternatives, MIL-C-5541 is hereby tailored as follows:

For purposes of performance under this contract, MIL-C-5541, paragraph 4.3.3.1.1 is eliminated as an optional pretreatment. Where MIL-C-5541 applies, you may use optional requirements MIL-P-85582 or MIL-P-23377, Class 1 or 2.

(END OF CLAUSE)

I-51 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-P-53022 TO ELIMINATE USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)

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TACOM

(JUN 1995)

The following change applies to MIL-P-53022B, dated 1 Jun 88, which is part of the technical data package or specification for this contract, and which includes the following references to Class I Ozone-Depleting Substances, or CIODS:

- (a) Paragraph 4.3.2 requires phosphating per TT-C-490;
- (b) Paragraph 4.17 requires topcoating per MIL-C-46168 or MIL-C-53039.

Therefore, to minimize the use of CIODS per current law, MIL-P-53022B is modified as follows:

- (a) When meeting the requirements of paragraph 4.3.2, you shall comply with TT-C-490D, Interim Amendment 1, dated 14 Sep 94.
- (b) When meeting the requirements of paragraph 4.17, you shall comply with MIL-C-46168D, Amendment 3, dated 21 May 93 or MIL-C-53039A, Amendment 2, dated 19 May 93

(END OF CLAUSE)

I-52 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS  
TACOM

(JAN 1995)

1. GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract, under the following conditions:

- a. You (or your supplier) have previously supplied the identical item to us and we've accepted it, or:
- b. You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item meets the contract requirements.

2. HOW TO SUBMIT A TEST DELETION REQUEST.

a. BEFORE CONTRACT AWARD - Submit your request along with your bid or proposal. Make sure that your bid or proposal includes an alternate price (that reflects how your bid or proposal price would change if we approved your request). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

b. AFTER CONTRACT AWARD - Send your requests to (insert office symbol and address) at least 45 days before you're scheduled to make delivery of the affected end item.

c. ALL REQUESTS MUST -

- (1) identify the test(s) you want deleted;
- (2) state the basis for your request;
- (3) include a list of configuration changes made;
- (4) demonstrate that you meet the conditions in paragraph 1a or 1b above;
- (5) if request is prior to award, include an alternate price per paragraph 2a above;
- (6) include proposed amount of equitable adjustment (if change is requested after award)

3. SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with this data if we ask for it.

4. CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract priced, under the "Changes" clause of this contract.

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(END OF CLAUSE)

I-53 CONFIGURATION CONTROL: ENGINEERING CHANGES, DEVIATIONS, AND WAIVERS  
TACOM

(OCT 1992)

(a) Definitions

ENGINEERING CHANGE PROPOSAL (ECP) An ECP is a suggestion that the Government permanently augment or change some requirement of the TDP. ECPs may be issued at any time before or during performance on the contract.

DEVIATION A deviation is a one-time request for authorization to deviate from a requirement of the Technical Data Package (TDP). Deviations are submitted before commencing production under the contract, and cover the whole of the anticipated production run.

WAIVER A waiver is a one-time request that the Government accept one or more items from a production run that do not conform to a TDP requirement. Waivers are submitted after production commences, and cover an item or group of items from the production run.

(b) Contractor Responsibility Whenever the Contractor desires to submit an Engineering Change Proposal (ECP) or Request for Deviation/Waiver (RFD/W), it will be prepared in the manner specified in MIL-STD-973. Note, however, that TACOM will not initiate formal action on any ECP or RFD/W until the ACO's comments are received with a copy (or copies) of the ECP or RFD/W documentation.

(1) Engineering Change Proposals Each ECP package shall identify the weapon system affected and include marked up drawings, Quality Assurance Requirements (QARs), and any other technical data necessary to accurately describe the existing requirement and the proposed change to that requirement. (The weapon system can be found as a two-character code on the Award/Contract cover sheet, in the issued by block following WPN SYS.) The contractor shall place this code on the top of the ECP form. The contractor shall submit ECPs as follows:

- a. Send nine legible complete copies of the ECP to: TACOM, ATTN: AMSTA-GDCC, Warren, MI 48397-5000.
- b. Send original and one complete, legible copy to the contractor's cognizant Administrative Contracting Officer (ACO).
- c. Send one informational copy to: TACOM, ATTN: AMSTA-IC, Warren, MI 48397-5000.

Failure of the contractor to submit complete, legible ECP packages, indicated in (1)a-c above, will constitute an incomplete submittal. Incomplete packages may be returned without processing.

(2) Requests for Deviations/Waivers The contractor shall identify the weapon system affected. (The weapon system can be found as a two-character code, on the Award/Contract cover sheet, in the issued by block, following WPN SYS.) The contractor shall place this code on the top of the RFD/W form. Submit RFDs and RFWs as follows:

- a. Send original and six complete, legible copies of the RFD/W to the contractor's cognizant Administrative Contracting Officer (ACO).
- b. Send one informational copy to: TACOM, ATTN: AMSTA-IC, Warren, MI 48397-5000.

(c) ACO Responsibility Within ten working days of receipt of contractor's request, the ACO will prepare DD Form 1998, COMMENTS ON DEVIATION, WAIVER, OR ENGINEERING CHANGE REQUEST, and will forward same, along with the contractor's request, as outlined below:

- (1) For ECPs, send original and two complete, legible copies of the DD Form 1998 and with a copy of the

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contractor's request to: TACOM, ATTN: AMSTA-GDCC, Warren, MI 48397-5000.

(2) For RFDs and RFWs, send original and five complete, legible copies of both the DD Form 1998 and the contractor's request to: TACOM, ATTN: AMSTA-GDCC, Warren, MI 48397-5000.

(3) For ECPs and RFD/Ws, send one information copy of DD Form 1998 and contractor's request to: TACOM, ATTN: AMSTA-IC, Warren, MI 48397-5000.

(d) The contractor is advised that contractual changes are made only by the Procuring Contracting Officer (PCO) or his authorized representative. No other Government representative, whether in the act of technical supervision or of administration, is authorized to make any commitment to the contractor concerning performance or waivers proposed by the contractor. Note that submittal of change requests will not affect contractual delivery schedules.

(End of clause)

I-54 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)  
TACOM

(MAR 1985)

a. It is the intent of the Government to acquire only new material (i.e. supplies and components which are new (not used, reconditioned or surplus) and not of such age or so deteriorated as to impair their usefulness or safety) under this solicitation. If an offeror intends to provide used or reconditioned material, residual inventory, or former United States Government surplus property, the offer must:

(1) Provide a separate attachment describing the offered material, as required in FAR provision 52.210-6, LISTING OF USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY AND FORMER GOVERNMENT SURPLUS PROPERTY.

(2) Indicate which category the material offered falls into, either:

A. New, Unused United States Government Surplus Property. This is defined as material produced under a United States Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.

B. Used or Reconditioned Material. Used material is defined as material that has been used and has not been reconditioned. Reconditioned material is defective material which has been corrected and brought up to specifications prior to its being offered to the Government.

C. Residual Inventory. This is defined as inventory from a terminated Government contract. An offeror who intends to furnish residual inventory must provide the Government contract number of the terminated contract and name of original contractor.

(3) If new, unused, United States Government surplus property is offered, provide copies of the original sale documentation relating to the purchase of the material, showing;

- A. Year material was purchased.
- B. Depot sale number, and
- C. Condition of material at time of sale.

(4) Include a statement that the offeror has examined the item(s) and determined that they meet the latest revision to the TDPL, as listed in Section B of this solicitation.

b. In addition, the offeror may be required to meet specific marking, inspection and testing requirements beyond those contained in this solicitation. Such additional requirements, if applicable, will be negotiated with the offeror before award and included in any resulting contract.

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I-55 SUPPLEMENTAL STATEMENT OF WORK: FASTENER QUALITY ASSURANCE REQUIREMENTS

TACOM

(SEP 1992)

a. This clause establishes quality assurance requirements for all threaded steel fasteners of Grade 5 and higher (as defined by SAE-J429) and metric fasteners with strength designations of 8.8 and higher that are to be used in items procured from either a Government or contractor owned Technical Data Package. It applies to fasteners received (i) from fastener manufacturers, (ii) from distributors or (iii) as part of a subassembly for use in both new and repair items.

b. The contractor shall implement and maintain a fastener quality assurance program which:

(i) Assures the homogeneity of fastener lots. A homogeneous fastener lot is defined as one in which all of the fasteners are of the same size, type, grade, plating and manufacturer.

(ii) Ensures that individual fasteners are identified by a fastener manufacturer symbol (logo). The manufacturer's symbol (logo) shall be listed in MIL-HDBK-57, dated 29 Sep 89.

(iii) Provides objective quality evidence that the fasteners to be furnished under this contract meet all technical requirements.

c. To determine the conformance of the fastener lots with the homogeneity and identification requirements, a sample from each lot of fasteners will be taken in accordance with MIL-STD-105 dated 10 May 89, Inspection Level II, AQL 1.0, or equivalent, except that lots shall be accepted with zero (0) defects (C=0) and rejected with one (1) or more defects. Each sample shall be examined for the following:

(i) The grade and manufacturer symbol (logo) for each bolt in the lot sample shall be the same.

(ii) Threads shall be examined to assure conformity to requirements.

(iii) Plating (when specified) shall be examined to assure complete coverage.

d. Objective quality evidence that fasteners meet all technical requirements shall consist of either:

(i) Favorable chemical, core hardness, plating and tensile test data provided by the manufacturer or supplier of a fastener lot which is directly traceable to that lot. Chemical tests shall include, as a minimum, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur;

or

(ii) Favorable results of chemical and core hardness tests performed by the contractor or a subcontractor on sample(s) taken from the lot. Sampling for chemical, plating and core hardness testing shall be in accordance with MIL-STD-105, Level S-2, AQL 1.0 or equivalent. Chemical tests shall include, as a minimum, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur.

e. For item(s) procured using a Government Technical Data Package, Grade 8.1 or 8.2 fasteners are not an acceptable substitute for Grade 8 fasteners.

f. Commercial items, defined as an end item or component of an end item whose sales volume to the general public is greater than 50% of the items produced, will be deemed to meet the requirements of this clause if the contractor has a current vendor control policy with regard to fasteners.

Note: During maintenance or repair, the Government will use Grade 8, zinc plated bolts from Government stocks as replacements for any Grade 5 or Grade 8.2 bolt used in commercial items.

(End of clause)



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I-56 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  
TACOM

(DEC 1993)

a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. Methyl bromide
- v. hydrobromofluorocarbons (HBFCs)

w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more

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extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- ( ) have
- ( ) have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ( ) have
- ( ) have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of

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suitable substitutes in lieu of CIODS.

(End of clause)

I-57 NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS  
TACOM

(NOV 1982)

a. Offeror's attention is directed to the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It shall be the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before tendering an offer in response to this solicitation. Except as described in paragraph b. below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

b.(1) If the following conditions are met, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

- (a) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
- (b) The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
- (c) The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- (d) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions (paragraphs b(1) or b(2) above) are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

c. Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, is referred to the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere herein.

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I-58 PART NUMBERS NOT CURRENTLY APPROVED  
TACOM

(NOV 1983)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated in block 5 of the SF 18 and request a statement of the procedures by which items can be tested and

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approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

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I-59 METHODS OF SHIPMENT  
TACOM

(NOV 1983)

The Contractor will request:

- (i) Government Bills of Lading and
- (ii) routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (iii) authorization to ship on Commercial Bills of Lading to be converted to Government Bills of Lading at destination

from the transportation office, administering DCMC, ten days in advance of the date on which materiel is ready for shipment. Appropriate forms for said requests shall be furnished to the Contractor by the cognizant DCMC. The Contractor shall prepare and address said forms as directed by the Administrative Contracting Officer (ACO) or his duly authorized representative.

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I-60 ALL OR NONE  
TACOM

(JUN 1985)

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

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I-61 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS  
TACOM

(JUL 1996)

The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:

When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2.

(END OF CLAUSE)

I-62 SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS  
TACOM

(JUL 1996)

The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:

- a. Paragraphs 3.27 and 3.28 reference MIL-P-116;
- b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;

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c. Numerous paragraphs require labels per MIL-L-61002.

Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:

a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.

b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.

c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.

(END OF CLAUSE)

I-63

i DETENTION OF CARRIER'S EQUIPMENT  
TACOM

(SEP 1978)

The Contractor and subcontractor(s) shall allow the prompt and convenient access of carrier's equipment to loading docks or platforms where the supplies to be shipped will be placed for loading. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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I-64 UNIT PACK QUANTITY  
TACOM

(SEP 1995)

For purposes of determining the level at which unit identification and marking are required on this action per specification ASTM-D-3951-90, the unit pack quantity that applies to items is 1.

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J-1 LIST OF ATTACHMENTS AND EXHIBITS

<u>Attachment/Exhibit ID</u>	<u>Title</u>	<u>Date</u>	<u>Number</u>	<u>Transmitted By</u>
Attachment 001	CD-ROM WITH ALL TECHNICAL DATA			